

This Contract is made by and between

Lewis County, a Washington municipal corporation, by and through the Lewis County Coroner,
of 585 NW Center Street, Chehalis, Washington 98532;

— and —

Pacific Northwest Forensic Pathologists, P. S., 4409 Bridgeport Way West, Suite E4,
University Place, WA 95466-4325.

1. Definitions. In this Contract the following terms bear the meanings ascribed to each as follows:

- a) *Contract* means this Contract, and includes any renewal of this Contract pursuant to the provisions hereof.
- b) *Coroner* means the Lewis County Coroner or any of his Deputies.
- c) *County* means Lewis County.
- d) *Pathologist* means either Dr. Emmanuel Q. Lacsina or Dr. Gina Fino.
- e) *Autopsy* means a complete invasive examination of decedents involving the removal/examination of internal organs.
- f) *External exam* means an external viewing of the decedent that may include the collection of toxicological specimens.
- g) *Toxicological specimens* includes blood, urine, and/or vitreous fluids.
- h) *Consultations* mean telephone consults regarding deaths.
- i) *Decedent* means a person who has passed away.

2. Duration: The term of this contract shall begin on January 1, 2016 at 12:00 midnight. Subject to the provisions below regarding early termination, this contract shall be of full force and effect through December 31, 2016 at 11:59 PM.

- a) The terms of this contract will be reviewed by each party in July 2015 for consideration of amending the existing terms.
- b) **Early Termination Without Cause:** Either party may terminate this Contract at any time, without cause, by giving thirty (30) days prior written notice thereof to the other party.
- c) **Early Termination for Cause:** In the event that either party fails to perform its obligations pursuant to this Contract, and fails to cure such defect in performance after written notice

thereof, the party aggrieved by such defective performance may terminate this Contract forthwith, upon written notice thereof to the other party.

3. Duties of Pathologists: Pacific Northwest Forensic Pathologists, P. S., shall provide the following services to the County:

- a) Provide consultation as needed on deaths.
- b) Perform autopsies as necessary/appropriate-the contract amount will include up to seventy (70) autopsies after which the standard charge of one thousand eighty-five dollars and seventy-one cents (\$1085.71) will be incurred for each autopsy.
- c) Perform external exams as necessary/appropriate.
- d) Two external exams will be equivalent to one autopsy for the purposes of this contract.
- e) Draw toxicological specimens as needed/appropriate.
- f) Provide written documentation of procedures, and conclusions.
- g) Provide for coverage in the event one or both of the physicians become unavailable to perform examinations of decedents.
- h) Provide for coverage in the event the physician of record is not available for court appearances.

4. Payment. Upon receipt from Pacific Northwest Forensic Pathologists, P. S., of monthly invoices acceptable to the Lewis County Auditor, the County shall pay Pacific Northwest Forensic Pathologists, P.S., a) The sum of seventy-six thousand dollars (\$76,000.00) payable in twelve (12) monthly installments of six thousand, three hundred and thirty three dollars and thirty three cents (\$6333.33) payable on the first of every month.

5. Duties of the County. In order to assist Pacific Northwest Forensic Pathologists, P. S., to fulfill its obligations under this Contract the County shall:

- a) Notify Pacific Northwest Forensic Pathologists, P. S., of all deaths that fall under the jurisdiction of the County, including decedents who have been released to funeral homes from the scene/medical facilities.
- b) Provide the facilities for conducting autopsies.
- c) Provide Pacific Northwest Forensic Pathologists, P. S., with copies of all records, documents, and photographs associated with cases.

6. Indemnity. Each Party shall be responsible for his/her/its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses that may result from or arise out of any alleged malfeasance, or neglect caused by said Party, its employees, agents, or subcontractors. If a claim is made against more than one Party, each Party shall cooperate in the defense of said claim and cause its insurers to do

likewise. Each Party shall, however retain the right to take any action it believes necessary to protect its own interests.

7. Insurance and Defense. Pacific Northwest Forensic Pathologists, P. S., shall at all times maintain a policy of professional liability insurance from an insurer licensed to do business in the State of Washington in an amount not less than \$1 million per occurrence and \$3 million aggregate. Pacific Northwest Forensic Pathologists, P. S., further shall tender to the Lewis County Risk Manager at the Lewis County Courthouse within 30 days of the signing of this Contract, and then in the month of January of each calendar year while this Contract is in effect, a certificate of insurance in respect of such policy naming Lewis County as an additional insured. In the event that Lewis County or any of its elected officials, officers, employees, or volunteers is sued for any act or failure to act arising out of or relating to Pacific Northwest Forensic Pathologists, P. S., performance, purported performance, or non-performance of this Contract, Pathologist shall provide a legal defense for the County or such individual.

8. Not covered under the contract: Should pathologist be required to provide testimony or depositions in any legal proceeding arising out of or relating to any autopsy or other work which Pathologist has performed for the County, the County only will be responsible for Pathologist's charges for testifying or providing a deposition if the County issued a subpoena to Pathologist. In all other instances Pathologist is free to charge whoever issues such a subpoena or requires such testimony or deposition evidence.

(a) Pacific Northwest Forensic Pathologists, P. S., shall bill the agency, and not the Lewis County Coroner, that issues a subpoena requiring expert testimony in court and/or at depositions regarding cases in which they have performed pathological services as outlined in this contract.

9. Entire Contract. This Contract:

- (a) contains the entire understanding of the parties with respect to the subject matter covered,
- (b) supersedes all prior and contemporaneous understandings, and
- (c) may only be amended in a written instrument signed by the parties.

10. Choice of Law and Venue. This Contract is made in Lewis County, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules) and of the United States of America. Any action to enforce any rights or obligation created by this Contract or to construe this Contract shall be brought in the Superior Court of Washington for Thurston County in Olympia, or in the United States District Court for the Western District of Washington in Tacoma.

11. Survival of Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and assigns.

12. Severability. If any provision of this Contract is found to be contrary to law or public policy, or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

13. Assignment and Delegation. Neither party may assign any benefit nor delegate any duty provided for, anticipated by, or arising out of by this Contract without the prior express written consent of the other party.

14. *Contra Proferentem* Rule Excluded. This Contract was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

15. Facsimile. This Contract may be executed by facsimile signature and such execution shall be valid and binding.

16. Headings. In this Contract paragraph headings appear for convenience of reference only, and they shall not be used or considered in construing the terms hereof.

17. Notices. Unless otherwise expressly provided hereinabove, any notice required or permitted to be given by one party to the other shall be in writing and sent by certified U.S. Mail, with postage fully prepaid. It shall be sent to the other party and to the attention of the signatory for that other party at the address for it set out on page 1 of this Contract. Either party may change its address or designate a new person to whose attention notices are to be sent by giving written notice thereof to the other party, and such change shall take effect three days following the delivery of such notice.

18. Status of the Parties. This is a contract for services only, and it is not a contract of service.

a) Neither party shall be the agent of the other, whether for purpose arising out of or relating to this Contract, or otherwise. At no time shall either party, its elected officials, officers, or employees hold itself out to be the agent of the other party.

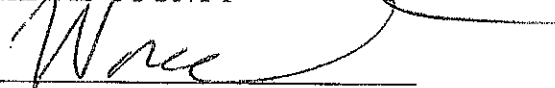
b) All persons hired by Pacific Northwest Forensic Pathologists, P. S., to perform services anticipated by this Contract shall at all times be the its sole and exclusive employees, and in no event shall they or any of them thereby become employees of the County.

c) At no time and for no purpose shall the County be a co-employer of any employee of Pacific Northwest Forensic Pathologists, P. S.

d) Pacific Northwest Forensic Pathologists, P. S., shall at all times maintain such unemployment insurance and workers' compensation insurance as may be required by Washington law in full force and effect for all of its members, principals, and employees who may, from time to time, perform services pursuant to this Contract.


Signed on behalf of the parties hereto on the date inscribed beneath the signature of the authorized representative of each party:

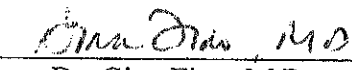
LEWIS COUNTY


per Warren McLeod, Coroner

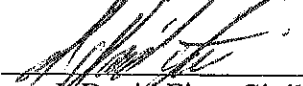
On the 15 day of December, 2015

PACIFIC NORTHWEST FORENSIC PATHOLOGISTS, P. S.,


per Dr. Emmanuel Lacsina
on the 28th day of December, 2015.


per Dr. Gina Fino, M.D.
on the 31st day of December, 2015

Reviewed as to form
Jonathan Meyer, Lewis County Prosecutor


per J. David Fine, Civil Deputy Prosecutor